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APPENDIX A

(Defendants' Ex. 1, R. 52 and R. at Vol. II, p. 6)*

ORDER OF RAILWAY CONDUCTORS & BRAKEMEN
GENERAL COMMITTEE OF ADJUSTMENTS
LOUISVILLE & NASHVILLE RAILWAY
802 HOFFMAN BUILDING
LOUISVILLE, KENTUCKY

September 14, 1964

Mr. W. S. Scholl,
Director of Personnel,
Louisville & Nashville R.R. Co.,
908 West Broadway,
Louisville 1, Kentucky.

Dear Sir:

This has reference to Article II, Section I of National Agreement dated June 25, 1964. The issue of suitable lodging or an equitable allowance in lieu thereof was remanded to the local property for negotiations. Numerous conferences have been held on the subject matter but to date, have failed to produce an agreement as to the type, quality or location of suitable lodging or an equitable allowance in lieu thereof.

Pursuant to Section 6 of the Railway Act, please accept this Notice, effective thirty (30) days hereafter, to amend the existing Agreement covering crafts and classes of employees represented by the Order of Railway Conductors and Brakemen on the Louisville & Nashville Railroad (L. & N.—N.C. & St. L. Districts), which will provide that acceptable suitable lodging shall include:

(1) A large single room, well ventilated, heated, lighted, air conditioned, with bath facilities, well fin-

* Respondent has requested the clerk of the Court of Appeals for the Fourth Circuit to certify this exhibit to this court.

ished wood or carpeted floors and closet or large locker storage space. Room is to be equipped with chairs and dresser and full size standard bed with new Simmons 400 mattress and springs, or one of equal quality. Room to be maintained in a suitable manner with linen to be changed after each use.

(2) The lodging mentioned in Paragraph (1) to be located not more than one-fourth mile from point where crews are required to register on and/or off duty, or suitable transportation furnished between lodging and points of reporting for duty, or going off duty. Call Service will be provided by carrier.

(3) In lieu of requirements of above Paragraphs (1) and (2), an equitable allowance per trip will be six dollars ($6.00) to be paid by check separate and apart from wages and earnings.

Please advise me promptly whether you are agreeable to these provisions, or as to a date for conference concerning this proposal, as provided by the Railway Labor Act.

Yours truly,

D. S. PANNELL,
General Chairman,
Order of Railway Conductors
and Brakemen.

APPENDIX B*

GENERAL GRIEVANCE COMMITTEE
BROTHERHOOD OF RAILROAD TRAINMEN

L. & N. Railroad (N. C. & St. L. District)

September 28, 1964

Mr. W. S. Scholl
Director of Personnel
Louisville & Nashville R.R. Co.
908 West Broadway
Louisville 1, Kentucky

Dear Sir:

In accordance with the provisions of Section 6 of the Railway Labor Act, you are hereby advised of our desire to amend the National Agreement dated June 25, 1964, Article 2, Section 1, for employees represented by the Brotherhood of Railroad Trainmen on the N.C. & St. L. District.

(I) The amendment to read: When the carrier ties up a road crew or individual members thereof at a terminal, including any point that a work, wreck, (regular or extra) circus train, pool or regular assigned is tied up for any reason, other than their designated home terminal for 4 hours or more, the crew members so tied up will be provided suitable lodging at the carrier's expense, or an equitable allowance in lieu thereof.

(II) Suitable lodging shall be: Single room, air conditioned, suitable furniture in each room, bath facilities in room, rooms to be maintained in a suitable manner with change of linen after each use.

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* Included as a matter of information but not an exhibit.

(III) The lodging in Paragraph (II) to be located not more than one-fourth mile from point of going on and/or off duty, or transportation shall be furnished between points of lodging and reporting and going off duty. Call service shall be provided by the carrier.

(IV) In lieu of lodging in the above paragraphs, an equitable allowance of six dollars ($6.00) shall be paid each member of crews that are tied up in accordance with paragraph (I) above.

Please advise time and date that we may have a conference on the above.

Yours very truly,

O. B. GENTRY
General Chairman, BRT

Copy: Mr. C. Luna, Pres., BRT

APPENDIX C

(Defendants Exhibit 2, R. 52 and R. Vol. II at p. 6)*

NATIONAL MEDIATION BOARD

Washington
April 14, 1965
Case A-7397 (Formerly E-291)

Mr. W. S. Scholl, Director of Personnel
Louisville & Nashville Railroad Company
908 West Broadway
Louisville, Kentucky

Mr. G. H. Harris, President
Order of Railway Conductors & Brakemen
Cedar Rapids, Iowa

Mr. Charles Luna, President
Brotherhood of Railroad Trainmen
Standard Building
Cleveland, Ohio

Gentlemen:

Reference is made to NMB Case No. E-291. On March 8, 1965 the Board was advised by the Order of Railway Conductors & Brakemen that a peaceful withdrawal from service of employees represented by that organization would take place on the Louisville & Nashville Railroad at 6 A.M., Wednesday, March 10, 1965. The organization advised this withdrawal was due to the failure of the carrier to bargain concerning the employees notice of September 14, 1964 relative to suitable lodging.

The Board, on March 9, 1965, assigned NMB Case No. E-291 to this dispute and requested the organization to defer proposed strike action. The organization complied with this request. On March 31, 1965 the Brotherhood of

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* Respondent has requested certification to this court.

Railroad Trainmen requested that they be made a party to this case on the basis of notices involving the question of suitable lodging served as follows: September 18, 1964 (L&N) and September 28, 1964 (NYC&STL). On the basis of this request all parties were advised that the BRT would be made a party to NMB Case No. E-291. Mediator J. Earl Newlin was assigned to this case and commenced handling in Louisville March 18, 1965.

The Board has now had an opportunity to review this file and the notices of September 14, 1964 served by the ORC&B and the notices of September 18 and 28, 1964 served by the BRT. On the basis of this review the Board has reached the conclusion that these are proper notices served in accordance with Section 6 of the Railway Labor Act. Therefore, you are advised NMB Case No. E-291 has been converted and docketed as NMB Case No. A-7397, and will be handled accordingly.

Very truly yours,

THOMAS A. TRACY
Executive Secretary